

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Petition of MCImetro Access Transmission)	
Services, L.L.C., Brooks Fiber Communications)	
of Missouri, Inc., and MCI WorldCom)	Case No. TO-2002-222
Communications, Inc. for Arbitration of an)	
Interconnection Agreement With Southwestern)	
Bell Telephone Company Under the)	
Telecommunications Act of 1996.)	

**SOUTHWESTERN BELL TELEPHONE, L.P.,
d/b/a SOUTHWESTERN BELL TELEPHONE COMPANY'S
RESPONSE TO ORDER DIRECTING FILING**

Comes now Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company ("SWBT") and, for its Response to Order Directing Filing, states as follows:

1. On August 30, 2002, the Missouri Public Service Commission ("Commission") entered its Order Directing Filing ("Order"). In that Order, with regard to the proposed conformed interconnection agreement between MCImetro Access Transmission, Services, L.L.C. ("MCImetro"), the Commission directed the parties to: (a) explain why the language in 9.4.2.6 is appropriate to be included in the agreement if the language in 9.5.2.4, which is identical to 9.4.2.6, was required to be omitted by the Commission; (b) explain why the revised language in Issue 30, Attachment 27, Alternatively Billed Traffic ("ABT") is now acceptable and technically feasible; and (c) explain what Staff perceives as an apparent conflict between the Commission's Arbitration Order and the Supreme Court's decision in Verizon Communications, Inc. v. FCC, 122 S.Ct. 1646 (2002).

2. In the ordered paragraphs, the Commission stated: "MCImetro Access Transmission Services, LLC, Brooks Fiber Communications of Missouri, Inc., and MCI WorldCom Communications, Inc. are directed to respond to Staff's Status Report no later than September 13, 2002. The parties' pleading shall include a response to Staff's questions and concerns, as noted

above."¹

3. Although in ordered paragraph 1, the Commission did not order SWBT to file a pleading by September 13, 2002, the body of the Commission's Order Directing Filing, appears to require such a filing. Thus, SWBT submits this Response and will address each of the issues outlined in paragraph 1 above as well as other concerns that are raised in the Status Report of Staff, individually, below.

Explain Why The Language In 9.4.2.6 Is Appropriate To Be Included In The Agreement If 9.5.2.4, Which Is Identical To 9.4.2.6, Was Required To Be Omitted By The Commission?

4. This issue arises out of Decision Point List ("DPL") Issue 17. That issue is: "Are existing limits on proprietary information provided by call related databases appropriate?" At the outset, SWBT notes that the reason that the parties included 9.4.2.6 and did not include 9.5.2.4 in Attachment 6, Unbundled Network Elements ("UNEs") is that is what the Commission's Arbitration Order required. Specifically, on page 33 of the Arbitration Order, the Commission stated:

Staff recommends that the Commission find that SWBT's proposed language in 9.4.2.6 and 9.4.2.6.3 is appropriate. Staff also notes that SWBT's proposed language in Sections 9.4.2.6.4, 9.5.2.4, 9.5.2.4.1, and 9.5.2.4.2 refer to activities outside of Missouri and should be stricken from the proposed Agreement. The Commission agrees with Staff's analysis and will adopt the language proposed by Staff.

Similar language appears on page 32 of the Commission's Arbitration Order, with regards to issue 15. Accordingly, the interconnection agreement as submitted does comply with the Commission's Order. However, as will be explained below, SWBT believes that the Commission should have ordered the parties to include Section 9.5.2.4 in their Interconnection Agreement because SWBT did not intend to refer to activities outside of Missouri in 9.5.2.4; rather, it was an inadvertent typographical error which, although corrected, appears to have been inadvertently not recognized by the Staff of the Missouri Public Service Commission ("Staff") and/or the Commission. Further, although the question assumes that 9.4.2.6 and 9.5.2.4 are identical, they are not.

¹ See Order Directing Filing, Case No. TO-2002-222, ordered paragraph 1.

5. In the Original DPL, Section 9.4.2.6 stated:

SWBT provides **LIDB Service** as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its **Missouri** local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's **LIDB** for the provision of **LIDB Service** by CLEC will be pursuant to the terms, conditions, rates, and charges of **SWBT's effective tariffs, as revised, for LIDB Validation Service**. (Emphasis Added).

6. In the Original DPL, Section 9.5.2.4 stated:

SWBT provides **CNAM Service Query** as set forth in this Attachment only as such service is used for CLEC's LSP activities on behalf of its **Texas [sic--should say Missouri]** local service customers where SWBT is the incumbent local exchange carrier. CLEC agrees that any other use of SWBT's **Calling Name database** for the provision of **CNAM Service Query** by CLEC will be pursuant to the terms, conditions, rates, and charges of a **separate agreement between the parties**. (Emphasis added).

7. Thus, as the Commission can see, Section 9.4.2.6 addresses LIDB service whereas Section 9.5.2.4 addresses CNAM Service Query. Further, the reference to Texas in the Original DPL was corrected to say Missouri in the Final DPL²; however, based on express language in the Commission's Arbitration Order it appears that neither Staff nor the Commission was aware of this change.

8. Moreover, both Sections 9.2.6.4 and 9.5.2.4 should be included in the SWBT/MCI metro Interconnection Agreement because the intent of both sections is that SWBT will provide LIDB/CNAM services only as such service is used in MCI metro's capacity as a local service provider in Missouri; not in its capacity as an IXC. Such language is entirely appropriate because SWBT's proposed language properly limits the use of LIDB/CNAM as outlined in this interconnection agreement to WCOM's use as a local service provider.³ If WCOM desires to use SWBT's LIDB/CNAM in its role as an IXC, state and federal access tariffs accurately address such

² See Substitute Sheet 102, filed by Staff on January 31, 2002, attached hereto as Exhibit 1.

³ Ex 34, De Bella R., pp. 3-4.

use.⁴ For these reasons, both section 9.4.2.6 and 9.5.2.4 should be included in the MCImetro/SWBT interconnection agreement because these sections properly limit the use of LIDB/CNAM data to situations where WCOM is the local service provider.⁵ SWBT respectfully requests the Commission to modify its Arbitration Order to include section 9.5.2.4.

**Explain Why The Revised Language In Issue 30, Attachment 27,
Alternatively Billed Traffic ("ABT") Is Now Acceptable And Technically Feasible**

9. On page 16 of the Commission's Arbitration Order, the Commission indicated that it selected WCOM's proposed Attachment 27, except for sections 2.3.10, 5.3.1, and 6.5.2.4 based on Staff's recommendation to delete these sections as unfeasible. The proposed conformed interconnection agreement between MCImetro and SWBT does not contain sections 2.3.10, 5.3.1 or 6.5.2.4. However, even without these sections, Attachment 27 is neither acceptable nor technically feasible.

10. At the outset, SWBT notes that sections 2.3.10, 5.3.1, and 6.5.2.4 were merely examples that June Burgess gave of sections that were not technically feasible. However, the list Ms. Burgess provided was not exhaustive. Ms. Burgess' testimony on this subject began during cross-examination by Mr. Lumley. Mr. Lumley asked the following questions and Ms. Burgess gave the following answers:

- Q. Right. Wouldn't you agree with me, Ms. Burgess, that it would be in the best interest of both companies to enter into a billing and collection agreement in the context of the interconnection agreement to resolve all these issues that we're going around and around about?
- A. Southwestern Bell is not opposed to entering into an agreement with WorldCom.
- Q. If this Commission were to order you to do so, would you be willing to do that?

⁴ Id. at 4.

⁵ Ex 34, De Bella R., pp. 3-4

- A. Southwestern Bell would be happy to enter into agreements with WorldCom; however, the proposed agreement that WorldCom presented in Attachment 27 cannot be implemented as indicated. We would be in immediate breach of contract, as there are terms and conditions that are technically unfeasible.⁶

Mr. Bates followed up on this line of questions and Ms. Burgess gave the following responses:

- Q. In response to a question or questions, actually, from Mr. Curtis, I believe that you stated that there are portions of WorldCom's Attachment 27 that you are technically--that are technically infeasible or impossible for Southwestern Bell to execute. Did I understand you correctly?

- A. Yes, you did.

- Q. Okay. Could you please give specific references to those sections?

- A. Yes. Page 4, Section 2.3.10, Section 5.3.1, Section 6.5.2.4.

- Q. Any why are these particular sections technically infeasible or impossible?

- A. The first section I referenced talks to messages originating from federal, state, county and local correctional facilities. We do not have a way of blocking a call or not sending a rated DUF to MCIM based on what type of business that call might have originated from.

The other parts in here that I cite as not technically feasible have to do with the language -- and it may be semantics, but the language as stated in this particular appendix indicate a desire to customize the DUF both in adding unique indicators, which we do not have the technical capacity today of doing, and of coming up with perhaps unique timing of the feed.

It also references CMDS, which is technically incompatible with UNE-P. That's a summary.⁷

As is evident from the testimony, Ms. Burgess responded to the question asked and gave citations to specific provisions that were technically infeasible. However, since she was not asked to provide an exhaustive list of every section that was technically infeasible or unacceptable, she did not do so.

11. Numerous other sections that are contained in Attachment 27 are also either technically infeasible or unacceptable. Attached hereto as Exhibit A, SWBT outlines the reasons

⁶ See T. at 884

⁷ Id. at pages 894-895.

that SWBT believes certain sections in Attachment 27 are technically infeasible or unacceptable. SWBT's reasons can be summarized into four categories:

a. Sections 2.2.2, 2.3.11, 6.2.4, 7.1.4, 8.2.4, and all of sections 4, 9 and 10 are provisions related to industry standards, daily usage feed ("DUF"), and/or billing. None of these sections, as written, is technically feasible and, therefore, cannot be implemented by SWBT.

b. The introduction, Sections 1.1 through 1.19, 2.3, 2.3.1 through 2.3.7, 3.2, 3.4 and 3.5 are provisions related to facilities or mechanical systems. None of these sections, as written, is technically feasible and, therefore, cannot be implemented by SWBT.

c. Sections 2.0 through 2.5, 2.3.9, 2.3.12, 2.3.13, 2.3.15, 2.3.17, and 2.3.18 are provisions related to traffic that is not Alternatively Billed-Type Traffic. Thus, these sections are outside the scope of ABT and, therefore, cannot be implemented by SWBT.

d. Sections 2.3.8, 2.3.14, 2.3.16, 2.4, 3.3, 3.7 all of section 5.0, 6.2.2, and all of sections 7 and 14 are provisions related to business arrangements and call distinctions that are not technically feasible and, therefore, cannot be implemented by SWBT.

12. Thus, the representative samples that June Burgess discussed during the hearing of this matter only scratch the surface of the problems associated with MCImetro's proposed Attachment 27. Even if the Commission approves the proposed, conformed Attachment 27, only a small number of the provisions contained therein can be implemented. SWBT, therefore, respectfully suggests that the Commission should not approve Attachment 27 as proposed by MCImetro.

**Explain What Staff Perceives As An Apparent Conflict Between The
Commission's Arbitration Order And The Supreme Court's Decision In
Verizon Communications, Inc. v. FCC, 122 S.Ct. 1646 (2002)**

13. As the Commission is aware, it issued its Arbitration Order in the above-referenced

case on February 28, 2002. Since the Commission issued its Arbitration Order, there have been two major decisions, one released by the United States Supreme Court, Verizon Communications, Inc. et al. v. Federal Communications Commission, et al., 122 S.Ct. 1646 (May 13, 2002) ("Verizon"), and the other released by the United States Court of Appeals for the District of Columbia Circuit, United States Telecom Association, et al. v. Federal Communications Commission and United States of America, 290 F.3d 415 (D.C. Cir. 2002) ("USTA").

14. SWBT does not agree that the Commission's Arbitration Order necessarily conflicts with the Supreme Court's decision in Verizon. However, to the extent that either MCImetro and/or SWBT believe that the proposed, conformed MCImetro/SWBT Interconnection Agreement is not consistent with Verizon, both SWBT and MCImetro agree that the change in law procedures in the proposed, conformed MCImetro/SWBT Interconnection Agreement at Section 18.4 of the General Terms and Conditions would be the appropriate vehicle for any changes, and the parties are already in the process of negotiating modifications to the Agreement based on the Verizon decision.

15. As the Commission is aware, MCImetro did not adopt the Missouri 271 Agreement ("M2A") with respect to Attachment 6, UNEs. Rather, Attachment 6, UNE, in the proposed, conformed MCImetro/SWBT interconnection agreement contains both arbitrated and negotiated language. This is reflected in Section 4.1.3 of the General Terms and Conditions, which provides as follows:

- 4.1.3 The following Attachments/Appendices and associated Exhibits contain terms and conditions that were negotiated by the parties and/or arbitrated before the Commission:

Attachment 6: Unbundled Network Elements (UNE)

Appendix Pricing-UNE

Appendix Pricing-UNE: Exhibit 1

Appendix Pricing-UNE Schedule of Prices

Appendix BFR*

Attachment 7: Ordering and Provisioning-UNE

Attachment 8: Maintenance-UNE

Attachment 9: Billing-Other

Attachment 10: Provision of Customer Usage Data-UNE

Attachment 18: Mutual Exchange of Directory Assistance Listings

Attachment 27*: Alternately Billed Traffic

* Represents language which resulted from Arbitration Docket TO-2002-222.

16. With respect to Attachments/Appendices that were negotiated by the parties and/or arbitrated before the Commission, the parties expressly agreed to provisions respecting their rights involving change of law events. That agreement is contained in Section 18.4 of the General Terms and Conditions and provides as follows:

- 18.4 If the actions of the State of Missouri or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis or rationale for the rates, terms and conditions of the Agreement, the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party. In the event of any such actions, the Parties shall expend diligent efforts to arrive at an agreement respecting the appropriate modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

Thus, if either party believes that the Verizon decision affects the provisions of the parties' proposed, conformed Interconnection Agreement, that party must identify, in writing, the affected provisions. The parties are then required to negotiate. If negotiations fails, disputes are to be

resolved using the dispute resolutions procedures and, in the event that they cannot be resolved, are brought to the Commission's attention.

17. Since Verizon, both MCImetro and SWBT have exchanged proposed changes to Attachment 6, UNE. However, at this time, neither party has found the other party's proposed language acceptable. SWBT stands ready to continue negotiating with MCImetro. In the event that the parties are unable to resolve their dispute, the dispute resolution procedures (as defined in Section 9 of the General Terms and Conditions) will come into play, and if necessary, the dispute will be brought to the Commission's attention. The Commission need not address this issue at this time.

18. The USTA decision vacated the FCC's UNE Remand Order and Line Sharing Order, which will have a significant impact on the interconnection agreements presented for approval as the UNEs identified by the FCC's orders will be invalidated. That decision has been stayed until January 3, 2002, but will become effective that day subject to the possibility of review and stay by the U.S. Supreme Court. Once the USTA decision becomes effective, the parties will follow the change of law provisions in the respective interconnection agreements submitted for approval.

19. Not only should the Verizon decision and the USTA decision be addressed by the change of law provisions, each party inserted reservation of rights language on the last page of the General Terms and Conditions, as deemed appropriate by that party as copied below. Please note, the language denoted by ** represents language proposed by MCImetro. The language denoted by *** represents language proposed by SWBT. Also, the language in bold and underlined in SWBT's proposed language below is language that was not contained in the proposed, conformed Interconnection Agreement that the parties submitted to Staff, but which SWBT proposes as a result of the Verizon decision and the Order in USTA that was issued last week.

**Portions of this agreement were established by means of arbitration before the Missouri Public Service Commission in Case No. TO-2002-222. The Parties

acknowledge and agree that on May 13, 2002, the Supreme Court issued its opinion in *Verizon Communications, Inc. et. al. v. FCC et al.*, 535 U.S. ____ (2002), in which the Court upheld the FCC's TELRIC rules and reinstated the FCC's combinations rules, 47 CFR §§51.315 (c) - (f). Brooks, MCI WorldCom, and MCImetro reserve all rights under Section 252 of the Telecommunications Act of 1996 to bring an action in an appropriate Federal district court (and any necessary subsequent appellate actions), after Commission action or deemed action under Section 252(e)(4) regarding this Agreement, to determine whether this Agreement meets the requirements of section 251 and 252 of the Act.

***SWBT's provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree **the United States Supreme Court issued a decision regarding, among other things, UNE combining obligations, in *Verizon Communications, Inc. v. FCC*, 535 U.S. ____, 122 S.Ct. 1646. The Parties also acknowledge and agree** that on May 24, 2002, the United States District Court for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), **finding specifically vacated the UNE Remand Order and the Line Sharing Order (and the rules promulgated thereby), and remanded both these orders to the FCC for further consideration in accordance with the decision. On September 4, 2002, in the same case, the D.C. Circuit denied rehearing and partially stayed the vacatur of the two orders until January 2, 2003.** In addition, on November 24, 1999, the FCC issued its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) and on June 2, 2000, its Supplemental Order Clarification, (FCC 00-183), in CC Docket 96-98 (collectively the "Orders"). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement, neither Party waives any of its rights with respect to such Orders, **including but not limited each Party's right to dispute whether any UNEs and/or UNE combinations identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions**

affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

20. Thus, at this time, there is no need for the Commission to address either the Verizon decision or the USTA decision; rather, the Commission should allow the proposed, conformed Interconnection Agreement between MCImetro and SWBT go into effect, as amended by changes recommended in this Response.

Other Issues Raised In The Status Report Of Staff

21. In paragraph 4 of the Status Report of Staff, Staff notes that: "the Commission ordered SWBT's proposed language, as follows (the bolded language represents the exceptions as it is the only language from ordered section 8.2.1.5 that is included in the proposed agreement):

8.2.1.5 - Multiplexing - an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport. **Multiplexing/demultiplexing allows the conversion of higher capacity facilities to lower capacity facilities and vice versa.**"

Staff correctly noted that the first two sentences should not have been deleted. The parties agreed to delete the section identified in bold above as the parties agreed that the language was duplicative. However, in putting together the document that was ultimately submitted to Staff, the incorrect sentences were deleted and the sentence that should have been deleted was inadvertently submitted. Thus, section 8.2.1.5 should be amended in the parties proposed, conformed Interconnection Agreement to include the first two sentences identified above and to delete the third sentence identified above.

22. In paragraph 4 of the Status Report of Staff, Staff notes that: "The Commission ordered the following language as Section 14.2 (the bolded language, as ordered by the Commission, was not included in the proposed agreement):

SWBT will, except as provided elsewhere in Section 14, provide combinations of network elements to CLEC consistent with SWBT's obligations in this Agreement at the applicable charges set forth in this Agreement. For preexisting combined elements, where no manual work is required by SWBT in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, **SWBT will not apply a Central Office Access Charge but** will apply all other recurring and nonrecurring charges applicable to the elements included in the combination, and the electronic service order charge. The pre-existing combined elements referred to in the preceding sentence include all orders included within the definition of "Contiguous Network Interconnection of Network Elements" in Attachment 7, section 6.12 and 6.12.

On page 4, Staff also states: "this charge was specifically addressed in Issue 45 where the Commission determined the parties agree there should not be a charge. (*Arbitration Order*, page 22.)" The charge was removed from the price sheet. The deletion of the language in 14.2 was an oversight; however, since there is no charge on the price sheet, the failure to delete the language has no meaningful effect.

23. On page 4 of the Status Report of Staff, Staff also states that the Commission "ordered the following unbolded language for section 9.4.4.1.12 (for the proposed agreement, the bolded language was added by the companies to the Commission's ordered language).

Translation Type - A code in the Signaling Control Point (SCCP) of the SS7 signaling message. Translation Types are used for routing LIDB queries. Signal

Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. Currently, all LIDB queries against the same exchange and Translation Type are routed to the same LIDB. LIDB and/or CNAM Queries against the same exchange and translation type will route to the same LIDB **and/or CNAM Database on non-ported numbers. Queries for the same telephone number and translation type will route to the same LIDB and/or CNAM Database for ported telephone numbers."**

The language in bold was previously contained in a subsequent section (i.e., Section 9.4.4.1.12.1 of Attachment 6, UNE) which addressed CNAM separately. MCImetro and SWBT agreed to merge the language into one section that now addresses both LIDB and CNAM simultaneously.

Wherefore, SWBT prays the Commission approve the proposed, conformed interconnection agreements between: (1) Brooks Fiber Communications of Missouri, Inc. and SWBT; and (2) MCI WorldCom Communications, Inc. and SWBT, which are adoptions of the M2A by Brooks Fiber Communication of Missouri, Inc. and MCI WorldCom Communications, Inc., with the exception of Attachment 18 which was arbitrated/negotiated. SWBT also prays the Commission approve the proposed, conformed interconnection agreement between MCImetro and SWBT, as amended and reflected above, together with any additional and further relief the Commission deems just and proper.

Respectfully submitted,

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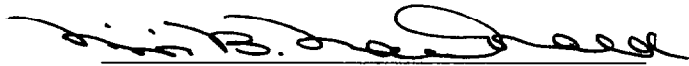
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CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on this 13th day of September, 2002.



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Introduction:

It is unclear whether Attachment 27, although entitled Alternately Billed Traffic ("ABT") is limited solely to ABT call types (collect call, calling card, or third-party billed) or if it has been expanded to include other call types. In addition, it is unclear if Attachment 27 has been expanded beyond the CMDS traditional use for switched based to include other service arrangements such as UNE-P and Resale.

The potential cross utilization of this Attachment across all methods of entry by the CLEC creates an Attachment that is not technically feasible for SWBT to implement. For example, Section 2 is not feasible no matter the CLEC's method of entry into the local market. Specifically, SWBT has no ability to customize either the settlements process or data exchange process for an individual CLEC. Rather, SWBT's settlement and data exchange processes follow industry guidelines.

As mentioned, there are industry guidelines that administer the settlement of ABT for carriers providing service via their own switch. For example, guidelines exist for CMDS hosting which is limited to facilities-based providers. CMDS hosting does not support UNE-P or resale service arrangements. As an example of why this will not work, UNE-P providers utilize SWBT's NPA-NXX and, as such, are not recognized as a LEC but rather appear as though it's a SWBT's NPA-NXX by a third party utilizing hosting. In addition, the interconnection agreement terms and conditions for the settlement of ABT for resale are covered in the Resale section of the interconnection agreement between SWBT and MCI and, therefore, should not be considered under Attachment 27.

MCI's is attempting to impose terms and conditions on SWBT that will create an out-of-compliance condition. As Mr. Smith and Ms. Burgess testified in this proceeding, Attachment 27 is technically and operationally infeasible as currently written and will not work for both SWBT and MCI metro.

Definitions (1.1 thru 1.19):

While most of the definitions contained in this section are different than those proposed and used by SWBT, most of the definitions appear to be accurate in a facilities-based environment. However, the reference to "facilities-based provider" is problematic because it is SWBT's position that Attachment 27 is limited to UNE-P traffic and many of the definitions contained in these sections do not exist in an UNE-P world.

Sections 2.0 thru 2.5:

Overall, these sections are beyond the permissible scope of ABS because these sections reference other (non-alternately billed) call types, such as 900 and 976 calls.

2.2.3 There is no indicator present on a DUF record to indicate that the call has been LIDB validated. It is not technically feasible to do so. Thus, the statement contained in this section which states: "[o]nly LIDB validated calls shall be accepted for billing" cannot be implemented because there is no mechanism to demonstrate, at a call level, whether this step was performed.

2.3

2.3.1 through 2.3.7, 2.3.9, 2.3.12 through 2.3.18 In these sections, WCOM has delineated 15 different call types and/or types of charges that it specifies are not authorized without the written approval of the respective billing party and will not be processed under the terms of the Attachment. In other words, these calls are not authorized and will not be processed. SWBT agrees that the calls identified are not ABT calls. For that reason, they should not even be addressed in Attachment ABT. SWBT is concerned because the inclusion of a list of call types that are not ABT call types in an Attachment which provides terms and conditions for ABT may infer that the terms and conditions in Attachment 27 apply to these call types when, in fact, they do not. Further, many of these types of calls and/or types of charges that WCOM specifies are addressed in other sections of the Interconnection Agreement.

2.3.8 This section implies that duplicative records cannot be processed. This may include corrected records (records returned by MCI as unbillable are re-sent to MCI with corrections. The current process, as defined in the OBF Guidelines, is the appropriate, industry-standard process and should be implemented.

2.3.11 SWBT cannot alter DUF records or customize them for a single CLEC. The 90-day rule is at the discretion of the CLEC. SWBT's tariffs provide that it can bill up to six months in arrears. SWBT does not have the ability to customize its existing DUF process for a particular CLEC. It is, quite simply, not technically feasible.

2.4 This particular section/paragraph refers to all the call types listed in 2.3. Paragraph 2.3, in turn, stated that the receiving party can reject and recourse **all** messages should it receive the undesired records. Since SWBT does not have the technical feasibility to exclude a record from DUF based on arbitrary rules and definitions, the CLEC could utilize this paragraph to avoid any billing. As written, it is feasible for a CLEC to take a few months to "establish a pattern" and forgo ANY responsibility for ANY call even though SWBT has no way to eliminate the call types/charges identified in paragraph 2.3.

3.2 SWBT does not utilize CMDS for UNE-P providers nor is it technically or operationally feasible to do so. SWBT has one process for recouping which is outlined in the CLEC Handbook.

3.3 SWBT does not have the operational capability to notify one CLEC regarding agreements with LECs, CLECs or any other third parties.

3.4 This paragraph provides: "[t]his Attachment does not cover the distribution, settlement or billing or 900/976 or pay-per-call messages transported by SWBT that originate from a MCI Local Subscriber's telephone number. As a part of provisioning local access service for MCI Local, SWBT shall block access of

MCI Local Subscribers to all 900/976 or pay-per-call numbers transported by SWBT, unless otherwise directed by MCI Local."

In other words, this paragraph requires SWBT to block MCImetro's local customers from subscribing to all 900/976 or pay-per-call numbers transported by SWBT. SWBT has no way of identifying MCImetro's local customers and can not add call blocking for MCImetro's customers for 900/976 calls or pay-per-call numbers. Rather, MCImetro has the option of restricting its own customers from accepting 900/976 calls or pay-per-call numbers and can make such a request via the submission of a Local Service Request. This paragraph imposes requirements that are technically and/or operationally impossible for SWBT to implement.

- 3.5 The process for the return of MCImetro-rated messages exists today via a feed. The SWBT records mentioned here have one timing, daily. It is technically not feasible to alter the timing of the DUF records. They are sent daily. SWBT cannot "agree" to this standard; SWBT complies with the industry standard (i.e. ATIS¹/OBF²/EMI³/019, January, 2002).
- 3.7 Since Section 3.3 is not feasible, neither is this paragraph.
- 4.0 Section 4.0 is addressed under Section 9.0 below, as the explanation regarding Section 4.0 relies on the explanation regarding Section 9.0.
- 5.0 Sections five and seven describe an interim billing process but do not contain any time frames. SWBT needs a definite time frame and suggests to the Commission that this should be no later than the beginning of the second quarter, 2003. The Commission needs to understand that since MCImetro has entered into UNE-P service, SWBT has begun receiving ABT messages and is following existing guidelines passing such messages via rated DUF records. An indeterminate period would bring an unjust economical burden on SWBT because no one is paying SWBT for these calls. Further, if the end users do not receive a bill for these calls, it will encourage fraudulent behavior on the part of MCImetro's end users because they will believe they can make these calls for free. SWBT does not have the technical feasibility to bill a CLEC end user.

¹ Alliance for Telecommunications Industry Solutions, Inc

² Ordering and Billing Forum.

³ Exchange Message Interface.

6.2.2 SWBT, quite simply, cannot agree to give permission for MCI Local to utilize SWBT's LOGO. Moreover, to do so would conflict with the express provisions of Section 14.0 of the General Terms and Conditions. Section 14 provides as follows:

14.0 Publicity

14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

14.2 **Neither Party will offer any services using** the trademarks, service marks, trade names, brand names, **logos**, insignia, symbols or decorative designs **of the other Party or its affiliates without the other Party's written authorization.** (Emphasis added).

6.2.4, 7.1.4 and 8.2.4 Unique identifiers cannot be implemented, via DUF, for one CLEC. It is not technically feasible to do so. SWBT utilizes the industry standard. SWBT does believe, however, that the information requested by a unique identifier may be available through other means.

9.0 Settlement Arrangement

SWBT does not have the technical capability to change the bill format for one CLEC. ABS charges and credits are standardized for all UNE-P accounts. Any separate process will be outside normal business practices, would be overly burdensome and labor intensive. The existing bills contain much, if not all, of the information requested.

4.0 Purchase of Accounts Receivable

Since Section 4 is dependent on Section 9, section 4 is not feasible.

10. Settlement Due Date

SWBT does not have the operational capability to customize this type of billing settlement. SWBT does not have the technical feasibility to suppress existing billing processes that are in place at a CLEC level. UNE-P billing is mechanized within SWBT's legacy billing systems. Changes to bill rounds, structure, and format of the bills are not operationally, and in some areas, not technically feasible at the CLEC level. This includes wire transfers. While wire transfers are permitted, the number of bills and amounts owed between the different types of bills do not support automation of this type

of remittance, as written. Other electronic payment options such as Automated Clearing House (ACH), which is an industry standard for electronic funds transfer, are available

14. Taxes

This section appears to request an unusual taxing model. Today, SWBT is only responsible for taxes and surcharges relative to SWBT's end users. MCImetro is responsible for taxes and surcharges for its end users. SWBT does not have the technical feasibility nor the operational capability to alter this practice.